

## RELEASE WAIVER AND INDEMNITY

PLEASE COMPLETE ALL LINES AND SIGN FORM ON PAGE 2

DATE	
FIRST NAME	
LAST NAME	
ADDRESS	
CITY	
PROVINCE	
POSTAL CODE	
HOME PHONE	
WORK OR CELL PHONE	
EMAIL ADDRESS	
NAME OF EMERGENCY CONTACT	
RELATIONSHIP	
ADDRESS	
HOME PHONE	
WORK OR CELL PHONE	

THIS RELEASE WAIVER AND INDEMNITY (the "Release") signed on \_\_\_\_\_(date), 2008 by \_\_\_\_\_(volunteer's name) is in favour of Habitat for Humanity Kingston & Frontenac, an Ontario non-profit corporation, and all of its respective directors, officers, employees, contractors, agents, donors, title house donors and their respective directors, officers, employees, contractors, members and agents (inclusive of but not limited to title home sponsors Rio Tinto Alcan, Genworth Financial, Assurant Solutions, and Home Depot Canada and partner families).

The volunteer desires to participate in Habitat for Humanity Kingston & Frontenac's activities related to volunteer work at the addresses municipally known as 77 Wiley Street or 79 Wiley Street, or at any other location, including 323 Bath Road, that may be required for any build or "pre-build" or "post-build" activity. The volunteer understands that the activities may include lifting and climbing and other physical activities.

In consideration of the volunteer desiring to participate in Habitat's activities,

**1. WAIVER AND RELEASE :** I, my heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release and forever discharge and hold harmless Habitat for Humanity Kingston & Frontenac, an Ontario non-profit corporation, and its respective directors, officers, employees, contractors, agents, donors, title house donors and all their respective directors, officers, employees, contractors, members and agents donors, title house donors and all of their respective directors, officers, employees, contractors, members and agents (inclusive of but not limited to title home sponsors Rio Tinto Alcan, Genworth Financial, Assurant Solutions, and Home Depot Canada and partner families) and companies or organizations donating or providing food and beverages, from any claim, demands, damages, both direct and indirect, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused, arising or to arise by reason of my participation in or attendance at the address municipally known as 77 Wiley Street, 79 Wiley Street or 323 Bath Road, that may be required for any build or "pre-build" or "post-build" activity.



**2. MEDICAL TREATMENT:** I, my heirs, executors, estate trustees with or without a Will, administrators, successors and assigns do hereby release, waive and forever discharge and hold harmless Habitat for Humanity Kingston & Frontenac, an Ontario non-profit corporation, and its respective directors, officers, employees, contractors, agents, donors, title house donors and all of their respective directors, officers, employees, contractors, members and agents (inclusive of but not limited to title home sponsors Rio Tinto Alcan, Genworth Financial, Assurant Solutions, and Home Depot Canada and partner families) from any claim, demands, damages both direct and indirect, costs, expenses, actions and causes of actions, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused, arising or to arise on account of any first aid, treatment, or service rendered in connection with my participation in the Habitat for Humanity program. I understand that I am responsible for securing appropriate medical insurance coverage. I acknowledge and accept that such medical services as may be available may be performed by volunteers or outside agencies and that Habitat for Humanity Kingston & Frontenac has no control or responsibility for the quality of medical attention that may be provided.

**3. ASSUMPTION OF RISK:** I understand that volunteer work may include activities that may be hazardous and that Habitat for Humanity Kingston & Frontenac's goods and equipment may be donated to Habitat for Humanity Kingston & Frontenac and beyond the control of Habitat for Humanity Kingston & Frontenac. As such, Habitat for Humanity Kingston & Frontenac cannot and will not assume any liability for the condition of such equipment and materials. Habitat for Humanity Kingston & Frontenac retains the right to limit or prohibit participation of the volunteer in any activities of Habitat for Humanity Kingston & Frontenac if Habitat for Humanity Kingston & Frontenac determines that such participation will not be in the best interests of either it or the volunteer. The volunteer understands that s/he will be responsible for the payment of any expenses incurred as a result of application of this section.

**4. PHOTOGRAPHIC RELEASES:** I do hereby grant and convey unto Habitat for Humanity Kingston & Frontenac all rights, title, and interest in any and all photographic images, whether electronic or otherwise, and video or audio recordings made by Habitat for Humanity Kingston & Frontenac during its projects. I further understand Habitat for Humanity Kingston & Frontenac may use such images and recordings in fundraising and other corporate materials and I consent to such use.

**5. OTHER :** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the province of Ontario, and that this release shall be governed by and be interpreted in accordance with the laws of the province of Ontario. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such a clause or provision shall not otherwise affect the remaining provision of this Release that shall continue to be enforceable.

**6. HABITAT FOR HUMANITY KINGSTON & FRONTENAC PRIVACY OF INFORMATION:** We do not sell, trade, rent or in any way distribute your personal information. We use your information to keep you periodically informed of our activities including programs, funding needs, special events, and opportunities to volunteer or to donate. If you do not wish us to contact you, please notify us by email at [office@habitatkingston.com](mailto:office@habitatkingston.com), by telephone, 613-548-8763 or by mail, 323 Bath Road, Kingston, ON K7M 2X6, with your full name and address. We will remove your name from our confidential list within 30 days of receipt. Otherwise by signing this Release you are consenting to the use of your personal information for the above-noted purposes.

IN WITNESS WHEREOF, the volunteer has executed this Release as of the day and year first above written.

<p><b>VOLUNTEER</b></p> <p>please print name</p>	<p>signature of volunteer, or parent/guardian, if under 18 years of age</p>
<p><b>WITNESS</b></p> <p>please print name</p>	<p>signature of witness</p>